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BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
 PACIFICORP DBA ROCKY MOUNTAIN)
 POWER TO INITIATE DISCUSSIONS WITH)
 INTERESTED PARTIES ON ALTERNATIVE)
 RATE PLAN PROPOSALS.)
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CASE NO. PAC-E-13-04

DIRECT TESTIMONY OF RANDY LOBB
IN SUPPORT OF THE STIPULATION

IDAHO PUBLIC UTILITIES COMMISSION

AUGUST 16, 2013

1 Q. Please state your name and business address for
2 the record.

3 A. My name is Randy Lobb and my business address is
4 472 West Washington Street, Boise, Idaho.

5 Q. By whom are you employed?

6 A. I am employed by the Idaho Public Utilities
7 Commission as Utilities Division Administrator.

8 Q. What is your educational and professional
9 background?

10 A. I received a Bachelor of Science Degree in
11 Agricultural Engineering from the University of Idaho in
12 1980 and worked for the Idaho Department of Water Resources
13 from June of 1980 to November of 1987. I received my Idaho
14 license as a registered professional Civil Engineer in 1985
15 and began work at the Idaho Public Utilities Commission in
16 December of 1987. My duties at the Commission currently
17 include case management and oversight of all technical staff
18 assigned to Commission filings. I have conducted analysis
19 of utility rate applications, rate design, tariff analysis
20 and customer petitions. I have testified in numerous
21 proceedings before the Commission including cases dealing
22 with rate structure, cost of service, power supply, line
23 extensions, regulatory policy and facility acquisitions.

24 Q. What is the purpose of your testimony in this
25 case?

1 A. The purpose of my testimony is to describe the
2 process leading to the filed Stipulation (Proposed
3 Settlement), to present the terms of the Stipulation and to
4 explain the rationale for Staff's support.

5 Q. Will you please summarize your testimony?

6 A. The Settlement Stipulation filed in this case, was
7 negotiated outside of a traditional general rate case
8 filing, yet represents a reasonable alternative to what
9 likely would have occurred through the traditional
10 ratemaking process. Staff recognizes the concern expressed
11 by various parties regarding settlement in advance of a
12 Company rate filing but maintains that the limited impact of
13 the settlement is as close to a non-filing as possible.

14 Moreover, through broad audit of Company results
15 of operations, review of rate cases filed in other
16 jurisdictions, and thorough discussion and negotiation of
17 limited settlement terms, Staff and other parties to the
18 case agree that the Settlement Stipulation is in the best
19 interest of customers and should be approved by the
20 Commission.

21 Q. Would you please describe the terms of the
22 proposed Stipulation?

23 A. Yes. The Stipulation has five basic provisions.
24 They are:

- 25 1. A 0.77% base rate revenue increase effective January 1,
2014 to reflect previously approved inclusion of the

1 Populous to Terminal Transmission line,

- 2 2. A "Stay Out Provision" whereby the Company is
3 prohibited from filing for a base rate increase before
4 May 31, 2015 and new base rates cannot become effective
5 prior to January 1, 2016,
6
7 3. A Lake Side II ECAM adder beginning January 1, 2015 to
8 reflect both costs and benefits of the new combined
9 cycle generating plant,
10
11 4. Deferral, until the next general rate case, of changes
12 in depreciation expense to be ultimately approved by
13 the Commission in Case No. PAC-E-13-02,
14
15 5. Deferral of Carbon Coal plant depreciation expenses and
16 removal costs based upon Commission Order No. 32701 and
17 an amount to be ultimately decided by the Commission in
18 Case No. PAC-E-13-02.

19
20
21 Q. Are there any other terms specified in the
22 Stipulation?

23 A. Yes, there are two other terms that primarily
24 affect Monsanto. The first is modification of ECAM
25 methodology, consistent with Commission Order No. 32771, to
assign cost responsibility to the various customer classes
for an interim period. The second is agreement between
Monsanto and the Company regarding annual true-up of the
interruptible credit within the Electric Service Agreement.
The Stipulation is attached as Staff Exhibit No. 101.

22 History

23 On January 10, 2012, the Commission issued Order
24 No. 32432 in Case No. PAC-E-11-12 approving a Stipulated
25 Settlement for a two-year rate plan through January 1, 2014.
The Stipulation prohibited Rocky Mountain Power from filing

1 another rate case until May 31, 2013, with new rates not
2 effective prior to January 1, 2014.

3 In February of 2013, Rocky Mountain personnel made
4 an informal proposal to Commission Staff and other parties
5 to extend the multi-year agreement in lieu of another
6 general rate case filing. Staff saw merit in the Company's
7 proposal and suggested that the Company file a case "to
8 investigate alternatives to a general rate case" so that all
9 interested parties would have an opportunity to participate.
10 The Company maintained that if a deal could not be struck,
11 it would file a traditional general rate case application on
12 May 31, 2013.

13 On March 31, 2013, Rocky Mountain filed a Notice
14 of Intent to File a general rate case and an Application
15 requesting the Commission provide notice to parties
16 interested in entering into rate plan settlement
17 discussions.

18 Q. What was included in the Company's Application?

19 A. The Application consisted of two pages that simply
20 requested the Commission open and notice a docket and set an
21 intervention deadline that would formally notify interested
22 parties of Rocky Mountain's intent to engage in settlement
23 discussions. The Company stated that the intent of the
24 settlement would be to reach agreement on terms that would
25 allow the Company to avoid a general rate case filing in

1 2013 and extend the existing rate plan for an additional
2 period of time.

3 Q. How did the case proceed?

4 A. The Commission opened the case and set an
5 intervention deadline. Six parties intervened including the
6 Idaho Conservation League (ICL), the Snake River Alliance
7 (SRA), the Consumer Action Partnership Association of Idaho
8 (CAPAI), the Idaho Irrigation Pumpers Association (IIPA),
9 Monsanto and PacifiCorp's Idaho Industrial Customers (PIIC).

10 Settlement workshops were held on April 19, 2013
11 and May 2, 2013, where all parties participated. Rocky
12 Mountain Power (RMP) made its initial proposal and
13 negotiations ensued. Apart from the issues specifically
14 identified in the Settlement Stipulation, other issues
15 discussed included the ratemaking process, the perceived
16 lack of information or evidence that justified provisions of
17 the Settlement, rate design, cost of service and Monsanto
18 contract provisions.

19 After review of the general Staff audit and
20 lengthy discussion of alternatives, all parties except CAPAI
21 agreed to settlement terms and signed the Stipulation.
22 Rocky Mountain submitted the document for Commission
23 approval on June 3, 2013.

24 **Staff Evaluation**

25 Q. How did Staff evaluate the Stipulation to

1 determine that the terms were reasonable?

2 A. Staff began its evaluation by reviewing the terms
3 proposed in the Stipulation. With few exceptions, the
4 expenses proposed for recovery in rates were either already
5 approved by the Commission for future rate recovery or were
6 dependent upon Commission determination in an existing case.

7 For example, the proposed base rate increase of
8 approximately \$2 million (0.77%) represents the revenue
9 requirement for the 27% of the Populus to Terminal
10 transmission line approved for rate recovery by the
11 Commission in Order No. 32432. The Stipulation also
12 specifies that Rocky Mountain will be allowed to defer as a
13 regulatory asset the difference between current depreciation
14 expenses and new depreciation expenses approved by the
15 Commission in Case No. PAC-E-13-02. The deferred balance,
16 reflecting either an increase or decrease in expenses will
17 be amortized in the next general rate case.

18 Finally, the Stipulation specifies accounting and
19 ratemaking treatment for the Carbon coal plant removal costs
20 based primarily on previous or expected Commission Orders.
21 The Commission already approved Carbon removal cost deferral
22 in Order No. 32701 and will specify the appropriate
23 projected removal cost and associated depreciation expense
24 in Case No. PAC-E-13-02.

25 These are all issues that have been or will be

1 decided by the Commission with respect to rate recovery in
2 the next general rate case regardless of the outcome in this
3 case.

4 Q. What issues have not and will not be addressed by
5 the Commission prior to the conclusion of this case?

6 A. Treatment of costs associated with the Lake Side
7 II Combined Cycle gas plant currently under construction has
8 not been addressed by the Commission. It is unlikely cost
9 recovery of the plant would be fully addressed by the
10 Commission before its scheduled online date of June 1, 2014.

11 However, the Stipulation specifies that costs and
12 benefits of the plant will be tracked through the ECAM
13 starting January 1, 2015. Although the Stipulation
14 specifies that project costs would be included in the ECAM
15 outside of a general rate case, costs would not be included
16 for the first six months of project operation while the
17 benefits would automatically flow through the ECAM on the
18 first day of project operation.

19 Q. What is the impact on customers of including Lake
20 Side II in the ECAM?

21 A. The actual benefits derived from Lake Side II are
22 difficult to quantify because they will depend upon the
23 price of natural gas as compared to the operating cost of
24 other generation resources. The more Lake Side II operates
25 economically, the more benefits will automatically flow

1 through the ECAM in the form of lower operating costs.
2 Customers will receive these benefits without incurring any
3 project capital costs for six months.

4 Starting January 1, 2015, annual capital revenue
5 requirement not to exceed \$5.43 million will be added to the
6 ECAM for recovery from Idaho customers. This will allow an
7 equitable tracking of project benefits and costs until Lake
8 Side II is permanently placed in base rates. ECAM rates
9 reflecting Lake Side II capital costs will not be effective
10 until April 1, 2016.

11 Q. Will the Commission have an opportunity to review
12 actual project costs for prudence?

13 A. Yes. A full review of project costs and
14 justification for the generating plant will be conducted as
15 part of the Company's next general rate case. Up to a year
16 of actual plant operation will also be available to assess
17 the value of the plant to Idaho customers. Any subsequent
18 adjustment in cost recovery can be included as an offset to
19 costs previously tracked through the ECAM.

20 Q. What is the effect of changes to ECAM cost
21 allocation methodology?

22 A. The changes result in a slight shift of ECAM cost
23 responsibility from Monsanto and Agrium to other customer
24 classes. The modification results in an approximate \$90,000
25 shift in the last six months of 2013 but becomes a non issue

1 when the ECAM deferral is calculated on a total Idaho basis
2 on December 1, 2013. The parties agreed that the temporary
3 cost shift was equitable given reduced line losses
4 experienced by these transmission service level customers.

5 Q. Why did the Staff support changes to the
6 Monsanto/Rocky Mountain Power Electric Service Agreement?

7 A. This Stipulation term resolves a long-standing
8 dispute between the Company and Monsanto regarding the
9 annual true-up of the interruptible credit and does not
10 impact any other customer class. Consequently, all parties
11 support resolution of this issue.

12 Q. What other cost recovery issues are specified by
13 the Stipulation?

14 A. The only other issues specified in the Stipulation
15 include the stay-out provisions that prohibit the Company
16 from filing a general rate case prior to May 31, 2015 or
17 increasing base rates prior to January 1, 2016, and how the
18 0.77% increase will be applied to existing customer rates.

19 Staff maintains that the stay-out provision
20 prohibiting further base rate increases is clearly in the
21 best interest of customers and that a small uniform increase
22 in revenue requirement limits the impact on all Company
23 customers.

24 Q. Has the Company made 2013 rate filings in other
25 state jurisdictions?

1 A. Yes, the Company has pending rate cases in Oregon
2 and Washington requesting increases of 4.6% and 14.1%
3 respectively.

4 Q. Did Staff conduct an audit of Company results of
5 operations to determine if settlement was a reasonable
6 alternative to a general rate case in Idaho?

7 A. Yes. Staff spent two days at Company headquarters
8 and multiple days in Boise reviewing results of operations
9 for the twelve months ended December 2012. Potential
10 proforma adjustments were also evaluated. Staff audited
11 the results of operations and records to determine
12 reasonableness, identify potential issues and evaluate the
13 magnitude of potential adjustments. The results of
14 operations indicate the Company was preparing the General
15 Rate Case with an Idaho revenue requirement increase that
16 could be greater than \$15 Million. General rate case issues
17 and potential adjustments identified by Staff include the
18 following: plant in service changes, depreciation and
19 amortization expenses, property taxes, net power supply
20 costs, labor increases, pension costs, outside services,
21 injuries and damages, operation and maintenance expenses,
22 income taxes with the impact from bonus depreciation,
23 memberships, subscriptions, donations, SO2 emission
24 allowance sales, allocation of renewable energy credits
25 (REC) and the sale of RECs.

1 Based on its audit, Staff determined that even with
2 typical rate case adjustments similar to the Staff position
3 in the last few cases, the resulting Idaho revenue
4 requirement would be greater than the approximate \$2 Million
5 (0.77%) increase proposed in the settlement discussions to
6 be effective January 1, 2014. Staff also verified the
7 revenue requirement associated with the inclusion of the
8 remaining 27% of the Populus to Terminal transmission line
9 investment and evaluated the ECAM adder associated with Lake
10 Side II.

11 **General Concerns**

12 Q. Do you have any concerns about accepting a
13 stipulated base rate increase without a general rate case
14 filing from the Company?

15 A. The lack of a Company filing that proposes and
16 justifies an increase in rates is certainly a consideration
17 in deciding whether to accept the Stipulated Settlement. A
18 formal rate case filing can be more transparent and provide
19 more time to address a broader range of issues. Staff
20 ultimately determined that while a more formal filing could
21 have provided more information upfront for parties to
22 evaluate, it likely would have included a proposal and
23 justification for a much larger increase. The tradeoff in
24 this case is to forgo the traditional rate filing as a
25 condition for obtaining a limited increase with rate

1 stability over time.

2 The fact that a traditional filing has not been
3 made has not prevented the Staff from auditing and
4 evaluating justification for the increase. As previously
5 indicated, the impact of the Settlement is quite limited
6 with straight forward justification. Staff believes that
7 other settlement terms are similarly straight forward, have
8 limited or no impact through the rate plan period and would
9 likely be justified through the traditional rate filing
10 process anyway.

11 Finally, Staff sees value for both the Company and
12 its ratepayers in avoiding costly rate proceedings if
13 reasonable alternatives are available. Ultimately, Staff
14 believes that the process and the associated settlement
15 results is a better deal for all customers in this case.

16 Q. Do you have any concerns that important issues
17 such as class cost of service and rate design are not
18 addressed in this case?

19 A. I have some concern that cost allocation among the
20 classes can become less accurate over time. Likewise,
21 conditions can change that justify a fresh look at rate
22 structure. However, these issues were considered and
23 addressed in the last general rate case, Case No.
24 PAC-E-11-12. In that case, the Company-proposed class cost
25 of service study was used as the basis for making a 50% move

1 toward cost of service over the two-year rate period (2012-
2 2013). Rate structure was also modified to move demand
3 charges closer to cost of service while uniformly increasing
4 energy charges and maintaining customer charges at current
5 levels.

6 Staff does not believe that conditions have
7 changed enough since the last rate case to require
8 modification in this case in these areas. This is
9 particularly true when addressing these issues could mean
10 rejecting a favorable rate settlement or causing significant
11 rate impacts for a select group of customers when little
12 impact occurs as a result of the Settlement. Consequently,
13 Staff supports a uniform revenue requirement increase for
14 all customer classes and a uniform increase in only the
15 energy component of rates.

16 **Summary**

17 Q. Could you please summarize Staff's view of the
18 rate case process and resulting Settlement?

19 A. Yes. Given the relatively small size of the rate
20 increase and limited nature of Settlement terms, Staff
21 maintains that the process used in this case is a reasonable
22 alternative to a traditional rate case filing. The terms of
23 the Settlement have limited rate impact and primarily
24 address cost recovery for items previously approved or will
25 be decided by the Commission in separate proceedings. The

1 agreement provides rate stability through January of 2016
2 and was signed by all parties to the case except CAPAI.
3 Staff believes the Settlement Stipulation is in the public
4 interest and should be approved by the Commission.

5 Q. Does that conclude your testimony?

6 A. Yes it does.

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Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF THE APPLICATION)
OF PACIFICORP DBA ROCKY)
MOUNTAIN POWER TO INITIATE)
DISCUSSIONS WITH INTERESTED)
PARTIES ON ALTERNATIVE RATE)
PROPOSALS)
)**

CASE NO. PAC-E-13-04

STIPULATION

This Stipulation (“Stipulation”) is entered into by and among Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”); Staff for the Idaho Public Utilities Commission (“Staff”); Monsanto Company (“Monsanto”); PacifiCorp Idaho Industrial Customers (“PIIC”); the Snake River Alliance (“SRA”); Idaho Irrigation Pumper Association (“IIPA”); and Idaho Conservation League. The Community Action Partnership Association of Idaho (“CAPAI”) is an optional signatory. The parties above, including CAPAI if a signatory, are collectively the “Parties”.

I. INTRODUCTION

1. The terms and conditions of this Stipulation are set forth herein. The Parties agree that this Stipulation represents a fair, just and reasonable compromise of the issues raised in this proceeding and that this Stipulation is in the public interest. The Parties recommend that

the Idaho Public Utilities Commission (“Commission”) approve the Stipulation and all of its terms and conditions. See IDAPA 31.01.01.271, 272, and 274.

II. BACKGROUND

2. The following Stipulation represents an agreement between the Parties on a new two year rate plan.

3. On March 1, 2013, Rocky Mountain Power filed a Notice of Intent to file a general rate case, and an Application requesting the Commission provide notice to parties interested in entering into rate plan settlement discussions.

4. With a view toward resolving the issues raised in Rocky Mountain Power’s Application in this proceeding, representatives of the Parties met on April 19, 2013, and May 2, 2013, pursuant to IDAPA 31.01.01.271 and 272, to engage in settlement discussions.

5. Based upon the settlement discussions between the Parties, as a compromise of the positions in this proceeding, and for other consideration as set forth below, the Parties stipulate and agree as follows, subject to the approval by the Commission of the terms and conditions of this Stipulation as described below.

III. TERMS OF THE STIPULATION

BASE RATES

6. The Parties agree that the Stipulation is submitted to the Commission in lieu of a general rate case and, upon approval by the Commission, the Parties agree Rocky Mountain Power will not file any request with the Commission to increase its base rates in Idaho before May 31, 2015, with new rates not effective prior to January 1, 2016, with the difference in timing

taking into consideration the Commission's normal notice and suspension periods for a general rate case.

7. The Parties agree that base revenue requirement for all schedules will be increased by the uniform percentage amount of 0.77%. The Parties further agree that within each schedule the increase will be recovered by increasing only energy rates by a uniform percentage amount. These calculations will use 2012 normalized billing determinants and the rates will be effective January 1, 2014. The rates are shown on Attachment 1.

8. These rates allow recovery of the 27% of the Populus to Terminal transmission line investment that was deemed plant held for future use in Order No. 32196. Commission Order No. 32432 determined that this investment is now used and useful and shall be included in rates on or after January 1, 2014. The base rate increase is designed to collect approximately \$2.0 million annually from Idaho customers and is calculated as set forth in the table below.

Revenue Requirement Components	2013
Plant in Service	218,512,895
Idaho SG Allocation Factor	6.0525%
Plant in Service	\$ 13,225,475
Average Accum Depr Reserve	(268,477)
Net Plant in Service	12,956,997
Pre-Tax Return	11.1377%
Revenue Requirement on Plant	1,443,113
Depreciation Expense	268,477
Amortization of Deferred Depreciation	303,551
Revenue Requirement	\$ 2,015,140
Uniform Percentage Increase	0.77%
Deferred Depreciation Expense	910,652
Three Year Amortization	3
Amortization Expense	303,551

ECAM

9. The Parties agree to the inclusion of and paying for a resource adder for the Lake Side II generation facility that will be recovered through the ECAM at 100%, for the period that the investment in the facility is not reflected in rates as a component of rate base, beginning January 1, 2015, subject to the Lake Side II generation facility having achieved commercial operation as of that date. The ECAM deferral will be determined by multiplying the actual megawatt-hours of generation from the Lake Side II generation facility by \$1.99 per megawatt-hour Idaho Resource Adder as more fully set forth in the table below:

Rocky Mountain Power				
Lake Side II Resource Adder				
In Service: June 2014				
Component	Amount	Revenue Requirement	Idaho SG Factor	Idaho Resource Adder
Electric Plant In-Service	661,725,143			
Depreciation Expense	21,373,722	21,373,722		
Non-Fuel O&M	3,934,000	3,934,000		
Property Taxes	6,000,000	6,000,000		
Accum Depreciation	(21,373,722)			
DIT Balance	(115,366,732)			
Net Plant In-Service	524,984,689	58,471,267		
Lake Side II		89,778,989	6.0525%	\$ 5,433,873
2015 MWh		2,729,500		2,729,500
Resource Adder (\$/MWh)		\$ 32.89	6.0525%	\$ 1.99

The recovery of the Lake Side II resource adder will be capped after the first 2,729,500 megawatt-hours of generation, or recovery of approximately \$5.43 million from Idaho customers through the ECAM,

Pursuant to Commission Order No. 32771 the Parties have agreed to modify the ECAM calculation by removing the wholesale sales line loss adjustment from Monsanto and Agrium's actual load used to calculate all deferral balances except for the Load Change Adjustment

Revenue (LCAR) portion of the ECAM deferral. This change will be effective for the ECAM deferral period starting June 1, 2013 and ending on November 30, 2013.¹

Effective December 1, 2013, the ECAM deferral will be calculated on a total Idaho basis; Monsanto and Agrium's share will not be calculated and deferred separately. The rates will be designed based on energy sales data. Specifically, as in past ECAMs, the proposed rates will be calculated by effectively dividing the total target amount for Idaho customers by the energy sales data at their appropriate delivery voltage levels.

DEPRECIATION STUDY AND CARBON PLANT

10. The Parties request Commission approval of the proposed accounting treatment for the Company to establish a regulatory asset that would allow the Company to defer, on a monthly basis, any aggregate net increase or decrease in Idaho allocated depreciation expense for the period beginning on the latter of January 1, 2014, or the effective date in the Commission Order approving new depreciation rates, until the date that new depreciation rates are reflected in customer rates.

11. The Parties agree that the Company will be allowed to recover or be required to refund the deferred depreciation expense beginning on the effective date of the next general rate case. The balance shall be amortized over a period not to exceed 10 years from the effective date of the next rate case. The Parties agree that depreciation of the Carbon Plant should not be included in this deferral.

12. Commission Order No. 32701 authorized the Company to create a regulatory asset to transfer the remaining Carbon Plant balances upon retirement from electric plant in

¹ Accordingly, the deferral period for the ECAM application to be filed February 1, 2014, will reflect two different allocation methodologies. The current allocation methodology will be used for the December 1, 2012, through May 31, 2013 period. The proposed allocation will be used for the June 1, 2013, through November 30, 2013 period.

service and accumulated depreciation to be amortized from the date of transfer to the regulatory assets through December 31, 2020. The regulatory asset as of the date of transfer will include the un-depreciated book balance assuming that existing depreciation rates were used prior to the plant retirement date. The difference between the depreciation rate effective in 2014 and the current depreciation rate based on the prior decommissioning date of 2020 will be included in the Remaining Carbon Balances regulatory asset until Carbon depreciation rates are updated in the next general rate case.

13. The Parties agree to the creation of a regulatory asset for future recovery from Idaho ratepayers of Idaho's allocated share of the prudently incurred Carbon Removal Costs. The projected removal costs were identified in the calculation of the new depreciation expense as part of Case PAC-E-13-02, which is subject to Commission review and approval.

14. The Parties agree that the Company shall be allowed to recover from customers Idaho's share of the prudently incurred Carbon Removal Costs over a reasonable period determined by the Commission in a future proceeding. The amortization of the Carbon removal costs will begin when the amortization expense is included in rates in the next general rate case.

MONSANTO CONTRACT

15. The Parties agree Monsanto's existing Electric Service Agreement (the "Contract") which currently expires December 31, 2013, shall be amended as follows:

1. A new Section 4.4 shall be added and read as follows:

4.4 Interruptible Credit Annual True-up: Beginning January 1, 2014, in the event Measured Demand in any billing period in any Calendar Year is less than 162 megawatts, the following calculation shall occur and shall be reflected on the Billing Period immediately following the Calendar Year in question:

4.4.1 If the average of the 12 months of Measured Demands for the Calendar Year in question is equal to or greater than 171 megawatts (the sum of 9 megawatts and 162 megawatts), a credit will be provided to Monsanto to

reflect the difference between a total Interruptible Credit amount based on 162 megawatts of Measured Demand for each Billing Period in the Calendar Year in question and the actual total Interruptible Credit amount paid in the Calendar Year in question. A \$50,000 credit shall be added to the true-up in 2014 and 2015.

4.4.2 If the average of the 12 months of Measured Demands for the Calendar Year in question is less than 171 megawatts (the sum of 9 megawatts and 162 megawatts), then no adjustment shall be made, except for the credit of \$50,000 referenced in 4.4.1.

4.4.3 This section 4.4 is intended to reflect a compromise of positions by Monsanto and Rocky Mountain Power and will not be deemed to set any precedent or interpretation that is counter to the Commission Order Nos. 32424 and 32432.

2. Monsanto waives any rights to claim any true-up of Interruptible Credit for any billing periods prior to January 1, 2014, for months in which the Measured Demand was below 162 megawatts.
3. The Company and Monsanto shall enter into a new Electric Service Agreement effective January 1, 2014, with an initial term through December 31, 2015. The new Electric Service Agreement shall be executed contemporaneously with Monsanto and Rocky Mountain Power's execution of this Stipulation.
4. Section 4.1 of the contract will be amended to reflect the increase shown in Attachment 1 related to Populus to Terminal Transmission line described in Paragraph 7 above.
16. Monsanto and the Company agree to prepare and execute an Electric Service Agreement that reflects these changes to the contract and provide it to the Commission for approval.
17. Monsanto and the Company will continue to work collaboratively and in good faith to address the terms and conditions and to optimize the value of Monsanto's curtailment

products to Monsanto and the Company, including a discussion of cost of service methodologies as applied to the Monsanto load and how said methodologies could be utilized in the next general rate case. Monsanto and the Company will report to the Staff and Commission as appropriate on the progress made.

RATE DESIGN

18. If CAPAI is a signatory to the Stipulation, the Parties agree to the following: the Parties agree to conduct a rate design collaborative process to evaluate potential changes to rate design for the Company's residential service, Schedule 1, and general service, Schedule 6 and 23. The Parties further agree to meet within one month after the Stipulation is filed to begin the collaborative discussions. If CAPAI is not a signatory to the Stipulation, the Parties agree that this Paragraph 18 is of no effect and does not apply.

IV. GENERAL PROVISIONS

19. The Parties agree that this Stipulation represents a compromise of the positions of the Parties on all issues in this proceeding. Other than the above referenced positions and any testimony or comments filed in support of the approval of this Stipulation, and except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Stipulation, all negotiations relating to this Stipulation shall not be admissible as evidence in this or any other proceeding regarding this subject matter.

20. The Parties submit this Stipulation to the Commission and recommend approval in its entirety pursuant to IDAPA 31.01.01.274. The Parties request that the Commission notice the filing of the Stipulation and establish a procedural schedule, including public and technical hearings as necessary, for the review and consideration of the Stipulation by the Commission. The Parties shall support this Stipulation before the Commission, and no Party shall appeal any

portion of this Stipulation or Order approving the same. If this Stipulation is challenged by any person not a party to the Stipulation, the Parties to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlement embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties to this Stipulation agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

21. In the event the Commission rejects or modifies any part or all of this Stipulation, or imposes any additional material conditions on approval of this Stipulation, each Party reserves the right, upon written notice to the Commission and the other Parties to this proceeding, within 15 days of the date of such action by the Commission, to withdraw from this Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Stipulation, and each Party shall be entitled to seek reconsideration of the Commission's order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate.

22. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just and reasonable.

23. No Party shall be bound, benefited or prejudiced by any position asserted in the negotiation of this Stipulation, except to the extent expressly stated herein, nor shall this Stipulation be construed as a waiver of the rights of any Party unless such rights are expressly waived herein. Execution of this Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory or principle of regulation or cost recovery. No Party shall be deemed to have agreed that any method, theory or principle of regulation or cost recovery employed in arriving at this Stipulation

is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Stipulation.

24. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions and, if judicial review is sought, upon such approval being upheld on appeal by a court of competent jurisdiction.

Respectfully submitted this 31st day of May, 2013.

Rocky Mountain Power

Monsanto Company

By Mark C. Mench By _____

Idaho Public Utilities Commission Staff

Snake River Alliance

By _____ By _____

Idaho Conservation League

Idaho Irrigation Pumper Association

By _____ By _____

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____ By Randy L. Wilkin

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Respectfully submitted this 31st day of May, 2013.

Rocky Mountain Power

Monsanto Company

By Mark B. Mensch By Steven Seimer

Idaho Public Utilities Commission Staff

Snake River Alliance

By _____

By _____

Idaho Conservation League

Idaho Irrigation Pumper Association

By _____

By _____

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____

By _____

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Respectfully submitted this ___ day of ____, 2013.

Rocky Mountain Power

Monsanto Company

By Mark B. Mench By _____

Idaho Public Utilities Commission Staff

Snake River Alliance

By _____ By Ken Miller

Idaho Conservation League

Idaho Irrigation Pumper Association

By _____ By _____

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____ By _____

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24. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions and, if judicial review is sought, upon such approval being upheld on appeal by a court of competent jurisdiction.

Respectfully submitted this 30 day of March 2013.

Rocky Mountain Power

Monsanto Company

By Mark E. Munch By _____

Idaho Public Utilities Commission Staff

Snake River Alliance

By _____ By _____

Idaho Conservation League

Idaho Irrigation Pumper Association

By [Signature] By _____

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____ By _____

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Respectfully submitted this 31st day of May, 2013.

Rocky Mountain Power

Monsanto Company

By Mark E. Mensch By _____

Idaho Public Utilities Commission Staff

Snake River Alliance

By N. Quinn By _____

Idaho Conservation League

Idaho Irrigation Pumper Association

By _____ By _____

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____ By _____

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Respectfully submitted this ___ day of _____, 2013.

Rocky Mountain Power

Monsanto Company

By Mark B. Munch By _____

Idaho Public Utilities Commission Staff

Snake River Alliance

By _____ By _____

Idaho Conservation League

Idaho Irrigation Pumper Association

By _____ By Jim S. Olson

**Community Action Partnership
Association of Idaho**

PacifiCorp Idaho Industrial Customers

By _____ By _____

Attachment 1
Settlement Rate Spread
& Rate Design

Attachment 1 - Settlement Rate Spread
ROCKY MOUNTAIN POWER
 ESTIMATED IMPACT OF PROPOSED REVENUES ON FORECAST PRESENT REVENUES
 FROM ELECTRIC SALES TO ULTIMATE CONSUMERS
 DISTRIBUTED BY RATE SCHEDULES IN IDAHO
 HISTORIC 12 MONTHS ENDED DECEMBER 2012

Line No.	Description (1)	Sch. (2)	Average Customers (3)	MWH (4)	Present (5)	Proposed (6)	Change (7)	% (8)
Residential Sales								
1	Residential Service	1	43,685	424,866	\$46,305	\$46,663	\$359	0.8%
2	Residential Optional TOD	36	14,279	260,612	\$24,053	\$24,240	\$186	0.8%
3	AGA Revenue				\$3	\$3	\$0	
4	Total Residential		57,964	685,477	\$70,361	\$70,906	\$545	
Commercial & Industrial								
5	General Service - Large Power	6	1,048	281,899	\$21,796	\$21,965	\$169	0.8%
6	General Svc. - Lg. Power (R&F)	6A	219	32,396	\$2,739	\$2,760	\$21	0.8%
7	<i>Subtotal-Schedule 6</i>		1,267	314,295	\$24,535	\$24,725	\$190	
8	General Service - High Voltage	9	15	118,837	\$7,145	\$7,201	\$55	0.8%
9	Irrigation	10	4,894	658,325	\$56,316	\$56,752	\$436	0.8%
10	Comm. & Ind. Space Heating	19	116	8,559	\$672	\$677	\$5	0.8%
11	General Service	23	6,841	145,173	\$13,776	\$13,882	\$107	0.8%
12	General Service (R&F)	23A	1,823	24,281	\$2,413	\$2,432	\$19	0.8%
13	<i>Subtotal-Schedule 23</i>		8,664	169,454	16,189	16,315	125	
14	General Service Optional TOD	35	3	1,144	\$91	\$91	\$1	0.8%
15	Special Contract 1	1	1,400,114		\$78,839	\$78,839	\$606	0.8%
16	Special Contract 2	1	106,646		\$5,923	\$5,969	\$46	0.8%
17	AGA Revenue				\$599	\$599	\$0	
18	Total Commercial & Industrial		14,961	2,777,374	\$189,703	\$191,168	\$1,465	
Public Street Lighting								
19	Security Area Lighting	7	194	256	\$96	\$97	\$1	0.8%
20	Security Area Lighting (R&F)	7A	134	108	\$44	\$44	\$0	0.8%
21	Street Lighting - Company	11	30	71	\$31	\$32	\$0	0.8%
22	Street Lighting - Customer	12	276	2,444	\$429	\$432	\$3	0.8%
23	AGA Revenue				\$0	\$0	\$0	
24	Total Public Street Lighting		634	2,878	\$600	\$605	\$5	
25	Total Sales to Ultimate Customers		73,559	3,465,729	\$260,664	\$262,679	\$2,015	0.8%

Attachment 1 - Settlement Rates
ROCKY MOUNTAIN POWER - STATE OF IDAHO
CASE NO. PAC-E-13-04

	Present Price	Settlement Price 1/1/2014
SCHEDULE NO. 1 - Residential Service		
Customer Charge	\$5.00	\$5.00
All kWh (May - Oct)		
<= 700 kWh	10.7874 ¢	10.8759 ¢
> 700 kWh	14.5630 ¢	14.6825 ¢
All kWh (Nov - Apr)		
<= 1,000 kWh	8.2571 ¢	8.3249 ¢
> 1,000 kWh	11.1472 ¢	11.2386 ¢
Seasonal Service Charge	\$60.00	\$60.00
SCHEDULE NO. 36 - Residential Service Optional TOD		
Customer Charge	\$14.00	\$14.00
On-Peak kWh (May - Oct)	14.4027 ¢	14.5265 ¢
Off-Peak kWh (May - Oct)	4.9148 ¢	4.9571 ¢
On-Peak kWh (Nov - Apr)	12.3029 ¢	12.4087 ¢
Off-Peak kWh (Nov - Apr)	4.4982 ¢	4.5369 ¢
Seasonal Service Charge	\$168.00	\$168.00
SCHEDULE NO. 6/6A - General Service - Large Power		
Customer Charge (Secondary Voltage)	\$37.00	\$37.00
Customer Charge (Primary Voltage)	\$111.00	\$111.00
All kW (May - Oct)	\$14.36	\$14.36
All kW (Nov - Apr)	\$11.81	\$11.81
All kWh	3.6696 ¢	3.7293 ¢
Seasonal Service Charge (Secondary)	\$444.00	\$444.00
Seasonal Service Charge (Primary)	\$1,332.00	\$1,332.00
Voltage Discount	(\$0.65)	(\$0.65)
SCHEDULE NO. 7 - Customer Owned Light		
Residential		
Charges Per Lamp		
16,000 Lumens, HPSV	\$14.91	\$15.03
SCHEDULE NO. 7/7A - Security Area Lighting		
Charges Per Lamp		
7000 Lumens, MV	\$26.83	\$27.04
20,000 Lumens, MV	\$47.86	\$48.23
5,600 Lumens, HPSV, Co Owned Pole	\$17.04	\$17.17
5,600 Lumens, HPSV, No Co Owned Pole	\$13.56	\$13.67
9,500 Lumens, HPSV, Co Owned Pole	\$19.51	\$19.66
9,500 Lumens, HPSV, No Co Owned Pole	\$16.02	\$16.15
16,000 Lumens, HPSV, Co Owned Pole	\$25.70	\$25.90
16,000 Lumens, HPSV, No Co Owned Pole	\$22.88	\$23.06
27,500 Lumens, HPSV, Co Owned Pole	\$36.97	\$37.26

Attachment 1 - Settlement Rates
ROCKY MOUNTAIN POWER - STATE OF IDAHO
CASE NO. PAC-E-13-04

	Present Price	Settlement Price 1/1/2014
27,500 Lumens, HPSV, No Co Owned Pole	\$33.48	\$33.74
50,000 Lumens, HPSV, Co Owned Pole	\$51.67	\$52.07
50,000 Lumens, HPSV, No Co Owned Pole	\$45.74	\$46.10
16,000 Lumens, HPS Flood, Co Owned Pole	\$25.70	\$25.90
16,000 Lumens, HPS Flood, No Co Owned Pole	\$22.88	\$23.06
27,500 Lumens, HPS Flood, Co Owned Pole	\$36.97	\$37.26
27,500 Lumens, HPS Flood, No Co Owned Pole	\$33.48	\$33.74
50,000 Lumens, HPS Flood, Co Owned Pole	\$51.67	\$52.07
50,000 Lumens, HPS Flood, No Co Owned Pole	\$45.74	\$46.10
8,000 Lumens, LPSV, Energy Only	\$3.66	\$3.69
13,500 Lumens, LPSV, Energy Only	\$5.41	\$5.45
22,500 Lumens, LPSV, Energy Only	\$7.52	\$7.58
33,000 Lumens, LPSV, Energy Only	\$9.15	\$9.22
SCHEDULE NO. 9 - General Service - High Voltage		
Customer Charge	\$370.00	\$370.00
All kW (May - Oct)	\$10.26	\$10.26
All kW (Nov - Apr)	\$7.74	\$7.74
Minimum kW Summer	\$10.26	\$10.26
Minimum kW Winter	\$7.74	\$7.74
All kWh	3.8835 ¢	3.9283 ¢
SCHEDULE NO. 10 - Irrigation		
Small Customer Charge (Season)	\$14.00	\$14.00
Large Customer Charge (Season)	\$41.00	\$41.00
Post-Season Customer Charge	\$23.00	\$23.00
All kW (June 1 - Sept 15)	\$5.98	\$5.98
First 25,000 kWh (June 1 - Sept 15)	8.5312 ¢	8.6106 ¢
Next 225,000 kWh (June 1 - Sept 15)	6.3103 ¢	6.3691 ¢
All Add'l kWh (June 1 - Sept 15)	4.6577 ¢	4.7011 ¢
All kWh (Sept 16 - May 31)	7.2164 ¢	7.2836 ¢
SCHEDULE NO. 11 - Company-Owned Street Lighting Service		
Charges per Lamp		
5,800 Lumens, High Intensity Discharge	\$15.14	\$15.26
9,500 Lumens, High Intensity Discharge	\$18.89	\$19.04
16,000 Lumens, High Intensity Discharge	\$25.75	\$25.95
27,500 Lumens, High Intensity Discharge	\$35.96	\$36.24
50,000 Lumens, High Intensity Discharge	\$52.79	\$53.20
9,500 Lumens, High Intensity Discharge - Series 1	\$31.25	\$31.49
16,000 Lumens, High Intensity Discharge - Series 1	\$34.29	\$34.56
9,500 Lumens, High Intensity Discharge - Series 2	\$25.71	\$25.91
16,000 Lumens, High Intensity Discharge - Series 2	\$28.68	\$28.90
12,000 Metal Halide	\$27.88	\$28.10

Attachment 1 - Settlement Rates
ROCKY MOUNTAIN POWER - STATE OF IDAHO
CASE NO. PAC-E-13-04

	Present Price	Settlement Price 1/1/2014
19,500 Metal Halide	\$34.60	\$34.87
32,000 Metal Halide	\$41.97	\$42.30
9,000 Metal Halide - Series 1	\$31.52	\$31.77
12,000 Metal Halide - Series 1	\$36.24	\$36.52
9,000 Metal Halide - Series 2	\$30.67	\$30.91
12,000 Metal Halide - Series 2	\$32.38	\$32.63

SCHEDULE NO. 12E - Customer-Owned Street Lighting Service-Energy Only

Charges per Lamp		
33,000 Lumens, LPSV	\$9.16	\$9.23
12,000 Metal Halide	\$7.05	\$7.10
19,500 Metal Halide	\$9.65	\$9.73
32,000 Metal Halide	\$15.17	\$15.29
107,800 Metal Halide	\$36.32	\$36.60
9,000 Metal Halide	\$4.01	\$4.04
5,800 Lumens, HPSV	\$2.84	\$2.86
9,500 Lumens, HPSV	\$3.97	\$4.00
16,000 Lumens, HPSV	\$5.91	\$5.96
27,500 Lumens, HPSV	\$10.10	\$10.18
50,000 Lumens, HPSV	\$15.52	\$15.64
Non-Listed Luminaire - Energy Only	10.2944 ¢	10.3745 ¢

SCHEDULE NO. 12F - Customer-Owned Street Lighting Service-Full Maintenance

Charges per Lamp		
5,800 Lumens, HPSV	\$6.56	\$6.61
9,500 Lumens, HPSV	\$8.36	\$8.43
16,000 Lumens, HPSV	\$10.04	\$10.12
27,500 Lumens, HPSV	\$13.16	\$13.26
50,000 Lumens, HPSV	\$17.55	\$17.69

SCHEDULE NO. 12P - Customer-Owned Street Lighting Service-Partial Maintenance

Charges per Lamp		
10,000 Lumens, MV	\$16.42	\$16.55
20,000 Lumens, MV	\$21.98	\$22.15
5,800 Lumens, HPSV	\$5.88	\$5.93
9,500 Lumens, HPSV	\$7.57	\$7.63
27,500 Lumens, HPSV	\$12.14	\$12.23
50,000 Lumens, HPSV	\$16.36	\$16.49

SCHEDULE NO. 19 - Commercial and Industrial Space Heating

Customer Charge Secondary	\$23.00	\$23.00
All kWh (May - Oct)	9.3152 ¢	9.3916 ¢
All kWh (Nov - Apr)	6.9023 ¢	6.9589 ¢

Attachment 1 - Settlement Rates
ROCKY MOUNTAIN POWER - STATE OF IDAHO
CASE NO. PAC-E-13-04

	Present Price	Settlement Price 1/1/2014
SCHEDULE NO. 23/23A - General Service		
Customer Charge Secondary	\$16.00	\$16.00
Customer Charge Primary	\$49.00	\$49.00
All kWh (May - Oct)	9.1030 ¢	9.1825 ¢
All kWh (Nov - Apr)	7.9463 ¢	8.0157 ¢
Seasonal Service Charge (Secondary)	\$192.00	\$192.00
Seasonal Service Charge (Primary)	\$588.00	\$588.00
Voltage Discount	(0.4397) ¢	(0.4397) ¢
SCHEDULE NO. 35 - General Service - Optional TOD		
Customer Charge Secondary	\$67.00	\$67.00
Customer Charge Primary	\$165.00	\$165.00
All On-Peak kW	\$16.45	\$16.45
All kWh	4.9015 ¢	4.9609 ¢
Seasonal Service Charge (Secondary)	\$804.00	\$804.00
Seasonal Service Charge (Primary)	\$1,980.00	\$1,980.00
Voltage Discount	(\$0.84)	(\$0.84)
SCHEDULE 400		
Firm Energy and Power		
Customer Charges	\$1,586.00	\$1,586.00
kWh	3.0870 ¢	3.1303 ¢
kW	\$15.91	\$15.91
Excess kVar	\$0.96	\$0.96
Interruptible Energy and Power		
kWh	3.0870 ¢	3.1303 ¢
kW	\$15.91	\$15.91
SCHEDULE 401		
Customer Charges	\$442.00	\$442.00
HLH kWh (May-October)	3.6332 ¢	3.6855 ¢
HLH kWh (November-April)	3.0214 ¢	3.0649 ¢
LLH kWh (May-October)	2.7243 ¢	2.7635 ¢
LLH kWh (November-April)	2.7243 ¢	2.7635 ¢
All kW (May-October)	\$17.60	\$17.60
All kW (November-April)	\$14.19	\$14.19

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS 16th DAY OF AUGUST 2013, SERVED THE FOREGOING **DIRECT TESTIMONY OF RANDY LOBB IN SUPPORT OF STIPULATION**, IN CASE NO. PAC-E-13-04, BY E-MAILING AND MAILING A COPY THEREOF, POSTAGE PREPAID, TO THE FOLLOWING:

TED WESTON
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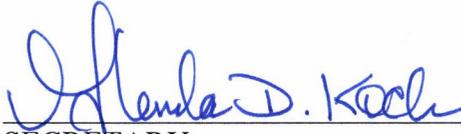
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SECRETARY